



IT IS ORDERED as set forth below:

Date: January 10, 2020

**Jeffery W. Cavender
U.S. Bankruptcy Court Judge**

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE:)	CASE NO. 15-71996-JWC
)	
GERARD MCKINLEY ROGERS, SR. and)	CHAPTER 13
CAROLE LINETTE ROGERS,)	
)	
Debtors.)	
_____)	
)	
U.S. BANK TRUST NATIONAL)	
ASSOCIATION, AS TRUSTEE OF)	
THE CABANA SERIES III TRUST,)	CONTESTED MATTER
)	
Movant,)	
)	
vs.)	
)	
GERARD MCKINLEY ROGERS, SR.,)	
CAROLE LINETTE ROGERS, and)	
NANCY WHALEY, Trustee,)	
)	
Respondents.)	
_____)	

CONSENT ORDER

U.S. Bank Trust National Association, as Trustee of the Cabana Series III Trust,
c/o BSI Financial Services, Inc., its servicing agent ("Movant"), filed a Motion for Relief

from Stay on December 10, 2019 (Doc. No. 80) ("Motion"), and the hearing on the Motion was scheduled for January 28, 2020 at 9:30 a.m. Movant and Debtors have consented to the terms herein without any opposition from the Chapter 13 Trustee, and good cause has been shown. Accordingly, it is hereby

ORDERED AND ADJUDGED as follows:

1.

Debtors acknowledge being delinquent on the post-petition payments as set forth under the terms and conditions of the subject loan documents ("Loan Documents") attached to the Motion and incorporated herein by reference. The arrearage is in the amount of \$4,791.99 and consists of the post-petition payments for October 2019 through and including January 2020 that are currently in the amount of \$941.42 each, and \$850.00 attorney's fees and \$181.00 costs incurred by Movant in bringing the Motion, minus \$4.69 in suspense.

2.

All payments made pursuant to this Consent Order shall have the subject loan number written thereon and shall be made payable and remitted directly to Movant, c/o BSI Financial Services, 314 S. Franklin St., P.O. Box 517, Titusville, PA 16354. Debtors shall remit \$2,500.00 in certified funds instant and shall then cure the balance of the post-petition arrearage by remitting \$254.67 on or before the fifteenth day of each month for the period of February 2020 through and including September 2020, and \$254.63 on or before October 15, 2020.

3.

Debtors shall make all payments under this Consent Order in strict compliance with the terms herein and shall make the February 2020 through and including October 2020 post-petition payments in strict compliance with the terms of the Loan Documents.

4.

In the event of a default on any of the payments set forth in Paragraphs Two or Three above, Movant or Movant's counsel shall give written notice, by first class mail to Debtors and by email to Debtors' counsel, of Debtors' default and right to cure the default within ten (10) days from Debtors' receipt of the written notice. Debtors shall be presumed to have received the written notice on the fifth (5th) calendar day following mailing of said notice by Movant or Movant's counsel provided that said notice was properly addressed and that sufficient postage was affixed thereto. Movant shall be entitled to attorney's fees of \$85.00 per default notice, plus mailing costs. Upon Debtors' failure to cure within the ten-day period, Movant or Movant's counsel may file an affidavit of default and a delinquency motion, both to be served upon Debtors, Debtors' counsel, and the Chapter 13 Trustee, and this Court may then modify the automatic stay without further notice or hearing and order that:

- a) The Motion is granted;
- b) The stay set forth in FBR 4001(a)(3) is waived, and the automatic stay is hereby modified to permit Movant to pursue and enforce under non-bankruptcy law any and all rights it has in and to that certain real property, as more particularly described in the Loan Documents, commonly known as 2050 Amberly Glen Way, Dacula, GA 30019 ("Real Property"), including, but not limited to, advertising and conducting a foreclosure sale, seeking confirmation of the sale in order to pursue any deficiency, and seeking possession of the Real Property. However, Movant and/or its successors and assigns may offer, provide, and enter into a potential forbearance agreement, loan modification, refinance agreement, short sale, deed in lieu of foreclosure, or any other loan workout/loss mitigation agreement. Movant may contact Debtors via telephone or written correspondence to offer any such agreement; and
- c) The Chapter 13 Trustee shall cease funding Movant's pre-petition claim. Upon completion of any foreclosure sale by Movant during the pendency of this case, all proceeds exceeding Movant's lawful debt that would otherwise be payable to the Debtors shall be promptly remitted to the Chapter 13 Trustee. Movant is granted leave to seek allowance of a deficiency claim, if appropriate, but Debtors and the Chapter 13 Trustee shall be entitled to object to said deficiency claim.

[END OF DOCUMENT]

PREPARED BY AND CONSENTED TO:
Attorney for Movant

_____/s/_____
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CONSENTED TO:
Attorney for Debtors

_____/s/_____
Alaina Joseph (By Marc E. Ripps, Esq. with express permission)
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NO OPPOSITION
Chapter 13 Trustee

_____/s/_____
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DISTRIBUTION LIST ON CONSENT ORDER

Pursuant to LR 9013-3(c) NDGa., the Consent Order shall be served upon the following parties in interest:

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